

FIRST AMENDMENT TO LEASE

This First Amendment to the Lease entered into on October 3, 2017, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter called LESSEE, Rynecki and Rynecki, LLC., hereinafter called LESSOR, is entered into this _____ day of _____, 2020.

WHEREAS, the parties entered into a Lease for the use of premises at 100 H Street, Eureka, California for the purpose of COUNTY offices; and

WHEREAS, LESSEE and LESSOR desire to amend the Lease; and

NOW, THEREFORE, it is mutually agreed as follows:

1. Section 38, PREMISES INSPECTION BY CERTIFIED ACCESS SPECIALIST, shall be added to this Lease and shall read as follows:

The Premises have undergone an inspection by a Certified Access Specialist (CASp) on March 6, 2020. LESSEE acknowledge and agrees that a copy of the CASp report was provided to LESSEE at least forty-eight (48) hours prior to the execution of this Agreement and that the information in the CASp report shall remain confidential, except as necessary for the LESSEE to complete repairs and corrections of violations of construction-related accessibility standards that the LESSEE agrees to make.

LESSEE acknowledges that a disability access inspection certificate has not been issued for the Premises. Pursuant to Civil Code Section 1938(e):

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

2. Section 39, ACCESSIBILITY COMPLIANCE, shall be added to this Lease and shall read as follows:

LESSOR and COUNTY shall be responsible for all local, state, and federal accessibility laws, standards, and regulations including, but not limited to, ADA compliance based on the following:

A. LESSOR and COUNTY shall complete all accessibility barrier removals as delineated in Exhibit A – Barrier List, and described in Exhibit B – ADA Access Compliance Assessment by SZS (the “ADA Assessment Report”).

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B. COUNTY is responsible for all interior building accessibility and ADA requirements as delineated in Exhibit A – Barrier List, and described in Exhibit B – ADA Access Compliance Assessment by SZS and for the remediation of all other local, state, and federal ADA and accessibility compliance matters effecting the premises during the course of this Lease.

C. LESSOR shall complete all accessibility barrier removals as identified in Exhibit A and described in Exhibit B by June 30, 2021. Proposed solutions stated in Exhibit A are for informational purposes and recommendations. LESSOR shall be responsible for removal of identified accessibility barriers including without limitations the means and methods to remove said accessibility barriers. Completion of work is subject to removal of accessibility barriers and passing of a CASp inspection. If said accessibility barrier removals are not completed by June 30, 2021, COUNTY shall complete said accessibility barrier removals and obtain accessibility compliance and subtract all associated costs including interests at the maximum rate COUNTY is permitted by law to charge from the date the sum is paid by COUNTY until COUNTY is reimbursed by LESSOR from the monthly rent in a prorated amount not to exceed twelve (12) months from the date of compliance. The remedies set forth in this section are in addition to and do not in any manner limit other remedies set forth in particular sections of this Lease.

D. For work performed by LESSOR under the terms of this Lease, LESSOR hereby guarantees to COUNTY to rectify, at LESSOR'S sole cost and expense, any defects, shrinkage, or faults in such work which appears within one (1) year of completion.

E. The responsibilities listed above shall not limit or reduce LESSOR's responsibilities identified in Section 6 - BUILDING STANDARDS AND COMPLIANCE WITH LAWS. LESSOR is responsible for compliance with all local, state, and federal accessibility laws, standards, and regulations including, but not limited to, ADA for accessibility barriers not identified and/or listed in Exhibit B – ADA Access Compliance Assessment by SZS.

3. Section 40, COUNTERPARTS, shall be added to this Lease and shall read as follows:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement, and any amendments hereto, for all purposes.

4. In all other respects the Lease between the parties entered into on October 3, 2017 shall remain in full force and effect.

[Signatures on Following Page]

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease dated October 3, 2017 on the date indicted above.

LESSEE: COUNTY OF HUMBOLDT

LESSOR: RYNECKI and RYNECKI, LLC.

BY: _____
CHAIRPERSON
BOARD OF SUPERVISORS

BY: _____

ATTEST:

TITLE: _____

(SEAL)

BY: _____

BY: _____
CLERK OF THE BOARD

TITLE: _____

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LESSOR: RYNECKI and RYNECKI, LLC.

BY: _____
CHAIRPERSON
BOARD OF SUPERVISORS

BY:  _____

ATTEST:

TITLE:  _____

(SEAL)

BY:  _____

BY: _____
CLERK OF THE BOARD

TITLE: Member LLC